

GREENBRIER
LEASING COMPANY LLC

Greenbrier Leasing Company LLC

One Centerpointe Drive Suite 200
Lake Oswego Oregon 97035
503 684 7000 Fax 503 684 7553

RECORDATION NO 27658-A FILED

February 17, 2009

FEB 23 2009

1-52 PM

SURFACE TRANSPORTATION BOARD

VIA FEDERAL EXPRESS

Ms. Anne K. Quinlan
Acting Secretary
Surface Transportation Board
395 E Street, SW
Washington, D.C. 20423-0001

FEB 20 2009
10:00 AM

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301 are three (3) originals and two (2) photocopies of a Memorandum of Lease Agreement for Schedule No. 2 dated as of November 1, 2008, a secondary document as defined in the Rules for the Recordation of Documents, 49 C.F.R. Section 1177. Also enclosed is our check for \$41 payable to the Surface Transportation Board covering the required recordation fee.

This document relates to the Lease Agreement dated as of July 1, 2008, which was duly filed and recorded on September 29, 2008 and assigned Recordation Number 27658.

The names and addresses of the parties to the enclosed document are:

Lessor: Greenbrier Leasing Company LLC
One Centerpointe Drive, Suite 200
Lake Oswego, Oregon 97035

Lessee: MillerCoors LLC
17735 W. 32nd Avenue
Golden, CO 80401

A description of the railroad equipment covered by the enclosed document is:

Thirty-five (35) 5,188 cubic foot, 111-ton welded steel triple covered hopper railcars marked and numbered GBRX 67070 through GBRX 67104, inclusive.

A short summary of the enclosed document to appear in the Board's Index is:

Memorandum of Lease Agreement for Schedule No. 2.

Ms. Anne K. Quinlan

February 17, 2009

Page 2

Please return stamped copies of the enclosed document not needed for your files to the undersigned.

If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script, reading "Sheri Clarke Grether". The signature is written in black ink and is positioned above the printed name and title.

Sheri Clarke Grether
Paralegal

SCG:ms
Enclosures

cc: Robert W. Alvord, Esq.

FEB 2 1 09

1-52 PM

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF LEASE AGREEMENT

BETWEEN

GREENBRIER LEASING COMPANY LLC ("LESSOR")

AND

MILLERCOORS LLC ("LESSEE")

JULY 1, 2008

SCHEDULE NO. 2

NOVEMBER 1, 2008

Memorandum of Schedule No. 2 dated as of November 1, 2008 to a Lease Agreement made and entered into as of July 1, 2008 by and between Greenbrier Leasing Company LLC, an Oregon limited liability company, ("Lessor") and MillerCoors LLC, a Delaware limited liability company ("Lessee").

WITNESSETH:

1. Lessor has agreed to furnish to Lessee, and the Lessee has agreed to lease from Lessor thirty-five (35) new 5,188 cubic foot, 111-ton welded steel triple covered hopper railcars with through center sills and gravity discharge outlets, marked and numbered GBRX 67070 through GBRX 67104, inclusive.
2. Schedule No. 2 to the Lease Agreement shall be effective as of the date first set forth hereinabove and shall be subject to the lease term, as described in the Lease Agreement and Schedule No. 2, as each may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their respective officers as of the date and year first above written.

LESSOR:

LESSEE:

GREENBRIER LEASING COMPANY LLC

MILLERCOORS LLC

BY: 

BY: 

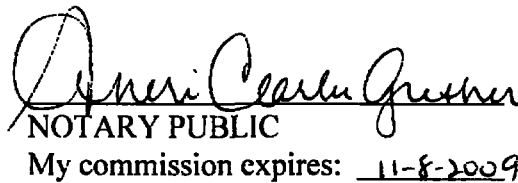
NAME: James T. Sharp

NAME: Michael Kriser

TITLE: President

TITLE: 2/6/09

On this 13th day of February, 2009, before me personally appeared James T. Sharp, to me personally known, who being by me duly sworn. says that ~~she~~ is the President of Greenbrier Leasing Company LLC and that the foregoing instrument was signed on behalf of said company, and ~~she~~ acknowledged that the execution of the said instrument was ~~her~~ or his free act and deed.



On this 6TH day of February, 2009, before me personally appeared Michael Kaiser to me personally known, who being by me duly sworn, says that s/he is the Procurement Mgr of MillerCoors LLC and that the foregoing instrument was signed on behalf of said company, and s/he acknowledged that the execution of the said instrument was her or his free act and deed.

